

## CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

The parties hereto are interested in evaluating a business transaction related to the purchase, sale, loan, development or lease of real property tracts commonly referred to as (the "Properties") in this agreement (the "Agreement"):

1001 West Loop South, Houston, TX 77027  
2425 West Loop South, Houston, TX 77027  
50 Briar Hollow Ln, Houston, TX 77027  
8050-8098 Westheimer Rd, Houston, TX 77063

**Ali Choudhri or any other entity affiliated with Ali Choudhri** (the "Owner") has or will make available for review, to **Paul Caldwell and Caldwell Soames Inc. or any other entity affiliated with Paul Caldwell**. (the "Undersigned"), certain confidential information ("Confidential Information") concerning the Properties.

Owner may (but is not required to) make such Confidential Information available to the Undersigned upon execution and delivery of this Confidentiality & Non-Disclosure Agreement (the "Agreement"). The Confidential Information is intended solely for the Undersigned's own limited use in considering whether to pursue negotiations with Owner.

This is not an agreement to enter into any transaction with any party. No agreement binding upon Owner, or any of its associated or affiliated entities or parties, shall be deemed to exist, at law or in equity, unless and until Owner executes a formal written agreement. Owner may have ownership, interest, rights, options or opportunities with regard to the Properties. This Agreement shall neither create nor recognize any business relationship between the Parties, nor shall it imply any obligation upon the parties to make or entertain any offer to consummate the transaction, nor to enter into or continue negotiations therefor.

The Confidential Information contains brief, selected information pertaining to the business and affairs of Owner, and has been prepared by Owner, primarily from information supplied by Owner or Owner's agents. It does not purport to be all-inclusive or to contain all the information which a prospective purchaser may desire. Owner does not make any representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information and no legal liability is assumed or to be implied with respect thereto. The Undersigned agrees to rely solely on its own independent investigation, analysis, appraisal and evaluation of the facts and circumstances concerning the Properties.

The Undersigned acknowledges and agrees that it will not purchase or attempt to purchase the Properties and/or its related debt(s) from any other party besides Owner and agrees to not interfere or impede on or with the sale of the Properties.

The Confidential Information shall at all times remain the property of Owner. No rights to use, license or otherwise exploit the Confidential Information are granted to the Undersigned, by implication or otherwise. The Undersigned will not by virtue of our disclosure of the Confidential Information and/or the Undersigned's use of the Confidential Information acquire any rights with respect thereto, all of which rights shall remain exclusively with Owner.

By executing this "Agreement", the Undersigned agrees that the Confidential Information provided is confidential, that the Undersigned will hold and treat it in confidence in accordance herewith, and that the Undersigned will not disclose or permit anyone else to disclose or discuss the Confidential Information to or with any person, firm or entity without prior written authorization of Owner, except that the Confidential Information may be disclosed to the Undersigned and its affiliates, directors, officers, employees, accountants, advisors, legal counsel and current and potential investors and lenders (each a "Representative" and collectively, "Representatives") who in each case have a need to know the Confidential Information, and whom you agree to inform of the confidential nature of the Confidential Information and the terms of this Agreement, and who shall be directed by you (a) not to disclose the Confidential Information, and (b) to act in accordance with this Agreement. The Undersigned shall be responsible

and liable for any and all breaches of this Agreement (and any prohibited or unauthorized use or disclosure of Confidential Information made) by any of the Undersigned's Representatives. The Undersigned agrees that it will not make any public announcements or filings concerning the Properties or the undersigned's interest in the Properties or to advertise the Properties in any newspaper or other publication without first obtaining the prior written consent of Owner, which may be given or withheld in Owner's sole discretion.

With respect to the Confidential Information, each Representative understands and agrees that it shall: (i) not use all or any portion of such Confidential Information for any purpose except as provided herein; (ii) not at any time incorporate all or any portion of such Confidential Information into any business, work, product, offering, process, or procedure without written permission from Owner; (iii) maintain the Confidential Information in confidence and under appropriate safeguards, and shall disclose such Confidential Information only as permitted herein; (iv) not copy, distribute, transfer, disclose, display, disseminate or otherwise make available the Confidential Information in any way or form to any party who is not a Representative without Owner's written consent, which consent may be withheld in Disclosing Party's sole discretion; (v) not reverse engineer, de-compile, or disassemble the Confidential Information or the instrument or means by which such Confidential Information is transmitted to the Representative; (vi) not use the Confidential Information to directly or indirectly solicit, assist, organize, or participate in any negotiations or transactions involving the transfer or sale of the Properties except in connection with a possible transaction with Owner or as otherwise agreed by Owner in writing; and (vii) protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as the Representative uses to protect its own Confidential Information.

The Undersigned further agrees not to contact or communicate with any on-site employees of Owner or its property manager or any tenant of the Properties about the Properties or any lease relating thereto, or to discuss the proposed business transaction with any on-site employees of Owner and/or any tenant, lender, investor, partner or ground lessor of, or agent for, the Properties without prior written consent of Owner, which may be given or withheld in Owner's sole discretion.

The Undersigned agrees not to visit the Properties without a representative of Owner being present. Owner expressly reserves the right in its sole discretion to reject any or all proposals or expressions of interest in the Properties and to terminate discussions with and/or transmission of Confidential Information to any party at any time with or without notice.

This Agreement shall expire upon the earlier of: (i) the date that is three (3) years from the date of execution hereof, or (ii) the date that the parties execute and deliver a definitive written agreement relating to the Properties which includes a confidentiality provision. At any time upon the request of Owner to Undersigned for any reason, Undersigned shall return promptly (but in any event within three days of the request) all Confidential Information, together with all copies and other reproductions thereof wherever located, except for that portion of the Confidential Information which consists of analyses, compilations, forecasts or studies prepared by Undersigned or its Representatives (collectively, "Undersigned's Analyses"), which shall be destroyed, and any oral Confidential Information or Confidential Information acquired by visual inspection (and any Confidential Information not otherwise returned to Owner or destroyed) shall continue to be subject to the terms of this Agreement; provided that the Undersigned and its Representatives may retain copies of the Confidential Information for the purposes of and for so long as it is required by: (i) any applicable law or regulation, or (ii) any bona fide internal policy for document retention, corporate governance, and/or computer back-up and archiving maintained by the Undersigned or its Representatives; it being acknowledged and agreed that any Confidential Information so retained shall remain subject to the terms of this Agreement.

In no event shall the term "Confidential Information" include any information that: (i) is, or becomes, generally known by the public, other than as a result of a disclosure by Undersigned or its Representatives in breach of this Agreement, (ii) was previously known to Undersigned through, or becomes available to Undersigned on a non-confidential basis from a person or entity, other than a Representative, who is not known by Undersigned, after due inquiry, to be bound by a confidentiality agreement or otherwise prohibited from transmitting the information, or

(iii) is developed by Undersigned or any representative or Undersigned independently of any disclosure hereunder and without violating any of your obligations under this Agreement.

If Undersigned or its Representatives become obligated under any applicable law, regulation or legal process (including by deposition, interrogatory, request for documents, subpoena, civil investigation, demand, order or similar process) or is advised by outside legal counsel to disclose any of the Confidential Information or any of the terms, conditions or other facts with respect to the proposed transaction, including without limitation the status thereof, Undersigned shall promptly provide Owner with notice thereof prior to any such disclosure, including the circumstances relating to such obligation and the information sought to be disclosed, so as to permit Owner, in its sole discretion, or seek a protective order or other appropriate remedy and Undersigned and its Representatives shall cooperate with Owner in its efforts in connection therewith.

If Undersigned or any Representative becomes compelled by such applicable law, regulation or legal process to disclose any of the Confidential Information, such person or entity shall be permitted under this Agreement to disclose only that portion of the Confidential Information that Undersigned is advised by its outside legal counsel that such person or entity is legally required to disclose, and Undersigned and such person or entity shall exercise reasonable and diligent efforts to obtain reliable assurances that the Confidential Information will be accorded confidential treatment.

The Undersigned acknowledges that the value of the Confidential Information to Owner is unique and substantial but may be impractical or difficult to assess in monetary terms. In the event of an actual or threatened violation of this Agreement, the Undersigned expressly consents to the enforcement of this Agreement by injunctive relief or specific performance, without proof of actual damages or any requirement to post a bond, in addition to any and all other remedies available to Owner. In the event of litigation relating to this agreement, the non-prevailing party shall reimburse the prevailing party for its reasonable legal fees and expenses incurred in connection with such litigation. Undersigned will indemnify and hold harmless Owner and Owner's affiliates (and each of their respective members, managers, officers, directors, agents and representatives) from and against any and all claims, losses, expenses (including reasonable attorney's fees and other costs of any arbitration or litigation), penalties, liability, judgments or damages of any kind or nature whatsoever arising by virtue or as a result of any use or disclosure by Undersigned, Undersigned's agents, or Undersigned's representatives, of any Confidential Information in a manner that is in violation of this Agreement.

Neither Owner nor any of its members, managers, officers, directors, employees, beneficiaries, owners, affiliates or agents will have any liability to Undersigned, or any Representative, or any other person resulting from Undersigned's or any Representative use of the Confidential Information.

Undersigned acknowledges that it is aware, and will advise each Representative who is informed as to the matters that are the subject of this Agreement, that the United States securities laws prohibit any person or entity who has received from an issuer material, non-public information from purchasing or selling securities of such issuer or from communicating such information to any other person or entity under circumstances in which it is reasonably foreseeable that such person or entity is likely to purchase or sell such securities.

This agreement shall be governed by and interpreted under the laws of the State of Texas (without regard to its principles of conflicts of laws).

The Parties agree that neither party shall have any obligation to enter into any further agreement with each other except as each, in its sole judgment, may deem advisable. Each party further acknowledges and agrees that the other party reserves the right in its sole and absolute discretion to reject any and all proposals and to terminate discussions or negotiations at any time.

All obligations hereunder shall be binding upon Undersigned and its successors, affiliates, subsidiaries and any other related party that has access to or receives the Confidential Information.

No failure or delay by Owner in exercising any right, power or privilege under this agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any right, power or privilege. Owner reserves the right to assign its rights, powers, and privileges under this agreement to any person or entity. The Undersigned may not assign this agreement or any part thereof (by operation of law or otherwise) without the prior written consent of Owner, and any purported assignment without such consent shall be null and void. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. This Agreement may not be amended or modified in any respect except by a written instrument signed by all of the parties hereto. This Agreement supersedes and cancels any and all prior agreements between the parties hereto, express or implied, relating to the Properties.

This Agreement may be executed in counterparts and by electronically delivered signatures.

No modification of this Agreement may occur, or is effective unless it is agreed to in writing, signed by both Parties

If the Undersigned agrees with the foregoing, it shall return one original signed copy of this agreement to Owner, as set forth below.

#### **ACKNOWLEDGMENT AND CONSENT**

The Undersigned has accepted and agreed to every term herein, condition and restriction contained in the Confidentiality & Non-Disclosure Agreement as of the date signed below:

ACCEPTED AND AGREED TO:

*Paul Caldwell*  
**Paul Caldwell**

Date: 03 Feb 2022